

**A-6842**  
**Variance Request**

Install a freestanding basketball hoop which would encroach a maximum of two (2) feet into the seven (7) foot side (north) yard setback.

Mr. David A. Kirsch &  
Ms. Andrea N. Kirsch  
6400 Brookville Road

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**CHEVY CHASE VILLAGE  
BOARD OF MANAGERS  
NOVEMBER 9, 2015 SPECIAL MEETING**

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**STAFF INFORMATION REPORT**

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**TO:** BOARD OF MANAGERS  
**FROM:** ELLEN SANDS, PERMITTING AND CODE ENFORCEMENT COORDINATOR  
**DATE:** 11/5/2015  
**SUBJECT:** HEARING OF CASE NO. A-6842 VARIANCE REQUEST  
MS. ANDREA KIRSCH & MR. DAVID KIRSCH, 6400 BROOKVILLE ROAD  
INSTALL A FREESTANDING BASKETBALL HOOP WHICH WOULD ENCROACH A MAXIMUM OF TWO (2)  
FEET INTO THE SEVEN (7) FOOT SIDE (NORTH) YARD SETBACK.

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**NOTICE REQUIREMENTS:** Abutting Owners; Public Notice

**APPLICABLE CHEVY CHASE BUILDING REGULATION:**

**The Chevy Chase Village Code Sec. 8-16 (g) states:**

No part of any building or structure shall be erected or maintained within seven (7) feet of the side or rear lot lines, nor within ten (10) feet of the nearest adjacent dwelling...

**APPLICABLE COVENANTS:**

"No part of any house or of any structure appurtenant thereto shall be erected or maintained within [five] 5 feet of the side line of premises hereby conveyed, nor within ten feet of the nearest house."

**FACTUAL AND BACKGROUND INFORMATION:**

The property is located on the west side of Brookville Road.

The Applicants recently undertook a renovation and constructed an addition at the property. In 2014 they were granted a variance associated with that work to install an air conditioner and generator in the front (Brookville Road) yard of the property.

The proposed freestanding basketball hoop would be set in a concrete base and, per Sec. 8-1 of the Village Code, is defined as a "structure" for the purposes of the permitting and setback requirements. Unlike Case 6817, heard last month by the Board, the proposed location in this application would not create a covenant violation; the proposed location in this case is compliant with the covenants applicable to the Property.

The Property is located in the Chevy Chase Village Historic District. Installation of the basketball hoop does not require approval from the Historic Preservation Commission. The Applicants have obtained approval from HPC to replace the existing driveway with concrete, in the same location. The existing driveway, which is concrete and asphalt under the current gravel, is compliant with Village regulations for driveways.

To date there has been one email received in support of the request from the abutting neighbors to the north, Mr. & Mrs. Bruce Baschuk of 36 Primrose Street. There has been no correspondence received in opposition to the request.

The Village arborist has assessed the property. No trees are proposed for removal.

Applicable Fees: Building Permit Application: \$30; Variance Application Fee: \$300.



Figure 1: View of the driveway at 6400 Brookville Road. The arrow indicates the approximate location of the proposed freestanding basketball hoop, beyond and behind the trash enclosure fence.



Figure 2: Close-up of the proposed location of the freestanding hoop.

**RELEVANT PRECEDENTS:**

Most variance requests for encroachments into a side yard setback concern encroachments created by additions to the main dwelling or air conditioners. The most similar case to this application was in April 2004 Mr. & Mrs. John McMackin of 5 West Melrose Street were granted a variance to install a pergola in the rear yard of their property which would encroach two feet into the seven foot side yard setback. Staff was not able to find a similar request for play equipment proposed to encroach into the side or rear yard setback.

**Findings Required:**

1. The proposed variance is required because special conditions exist whereby the enforcement of the requirements of the Village Building Code would result in an unwarranted hardship and injustice to the owner.
2. The proposed variance will most nearly accomplish the intent and purpose of the requirements of the Village Building Code; and
3. Except for variances from the requirements of Sections 8-21 [fences], 8-26 [driveways] or Chapter 25 [public rights-of-way] of the Village Regulations, the structure authorized by the proposed variance would not violate any covenant applicable to the property.

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**Draft Motion**

I move to APPROVE/DENY the variance request in Case A-6842 on the basis that the evidence presented, including the Staff Report, demonstrates that the applicable requirements for approval of the variance HAVE/HAVE NOT been met. Staff is directed to draft a decision based on this evidence, including findings of fact and conclusions, APPROVING/DENYING the variance request.

**CHEVY CHASE VILLAGE  
NOTICE OF PUBLIC HEARING**

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Please take notice that the Chevy Chase Village Board of Managers will hold a public hearing on the 9<sup>th</sup> day of November, 2015 at 7:30 p.m. The hearing will be held at the Chevy Chase Village Hall at 5906 Connecticut Avenue in Chevy Chase, Maryland.

**APPEAL NUMBER A-6842  
MR. DAVID A. KIRSCH & MS. ANDREA N. KIRSCH  
6400 BROOKVILLE ROAD  
CHEVY CHASE, MARYLAND 20815**

The applicants seek a variance from the Board of Managers pursuant to Section 8-9 of the Chevy Chase Village Building Code to install a freestanding basketball hoop which would encroach a maximum of two (2) feet into the seven (7) foot side (north) yard setback.

**The Chevy Chase Village Code § 8-16 (g) states:**

No part of any building or structure shall be erected or maintained within seven (7) feet of the side or rear lot lines, nor within ten (10) feet of the nearest adjacent dwelling...

Additional information regarding this appeal may be obtained at the Chevy Chase Village Office between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, may be viewed on the Village website at [www.chevychasevillagemd.gov](http://www.chevychasevillagemd.gov) or you may contact the office for this information to be mailed to you.

This notice was mailed (and emailed where possible) to abutting and confronting property owners on the 29<sup>th</sup> day of October, 2015.

**Chevy Chase Village Office  
5906 Connecticut Avenue  
Chevy Chase, Maryland 20815  
301-654-7300**



October 29, 2015

Mr. & Mrs. David Kirsch  
6400 Brookville Road  
Chevy Chase, MD 20815

Dear Mr. & Mrs. Kirsch:

Please note that your request for a variance to install the freestanding basketball hoop in the side (north) yard at your property is scheduled before the Board of Managers on Monday, November 9, 2015 at 7:30 p.m.

Either you or another representative must be in attendance to present your case. At that time, additional documents may be introduced and testimony can be provided in support of the request.

For your convenience, enclosed please find copies of the Public Hearing Notice and mailing list. Please contact the Village office in advance if you are unable to attend.

Sincerely,

Ellen Sands  
Permitting and Code Enforcement  
Chevy Chase Village

Enclosures

CHEVY CHASE VILLAGE  
5906 Connecticut Avenue  
Chevy Chase, Maryland 20815  
Phone (301) 654-7300  
Fax (301) 907-9721  
ccv@montgomerycountymd.gov  
www.chevychasevillagemd.gov

BOARD OF MANAGERS

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ELISSA A. LEONARD  
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*Assistant Treasurer*

MINH LE  
*Board Member*

VILLAGE MANAGER  
SHANA R. DAVIS-COOK


LEGAL COUNSEL  
SUELLEN M. FERGUSON

**MAILING LIST FOR APPEAL A-6842**

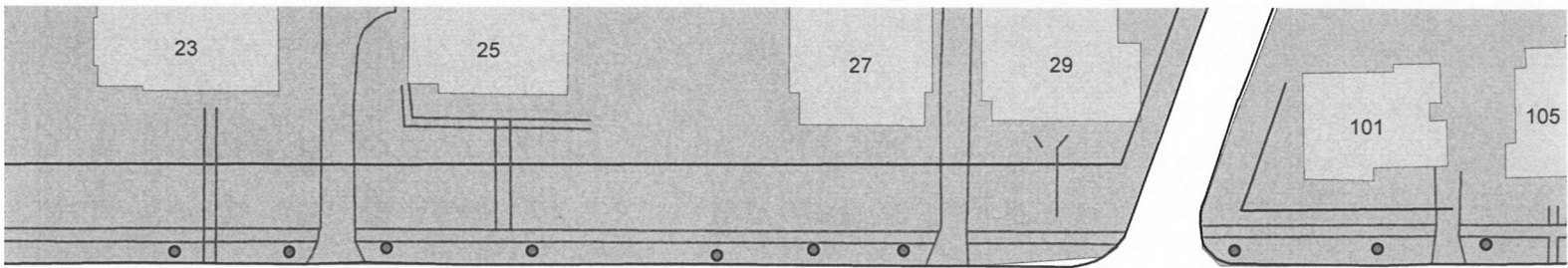
**MS. ANDREA N. KIRSCH &  
MR. DAVID A. KIRSCH  
6400 BROOKVILLE ROAD  
CHEVY CHASE, MD 20815**

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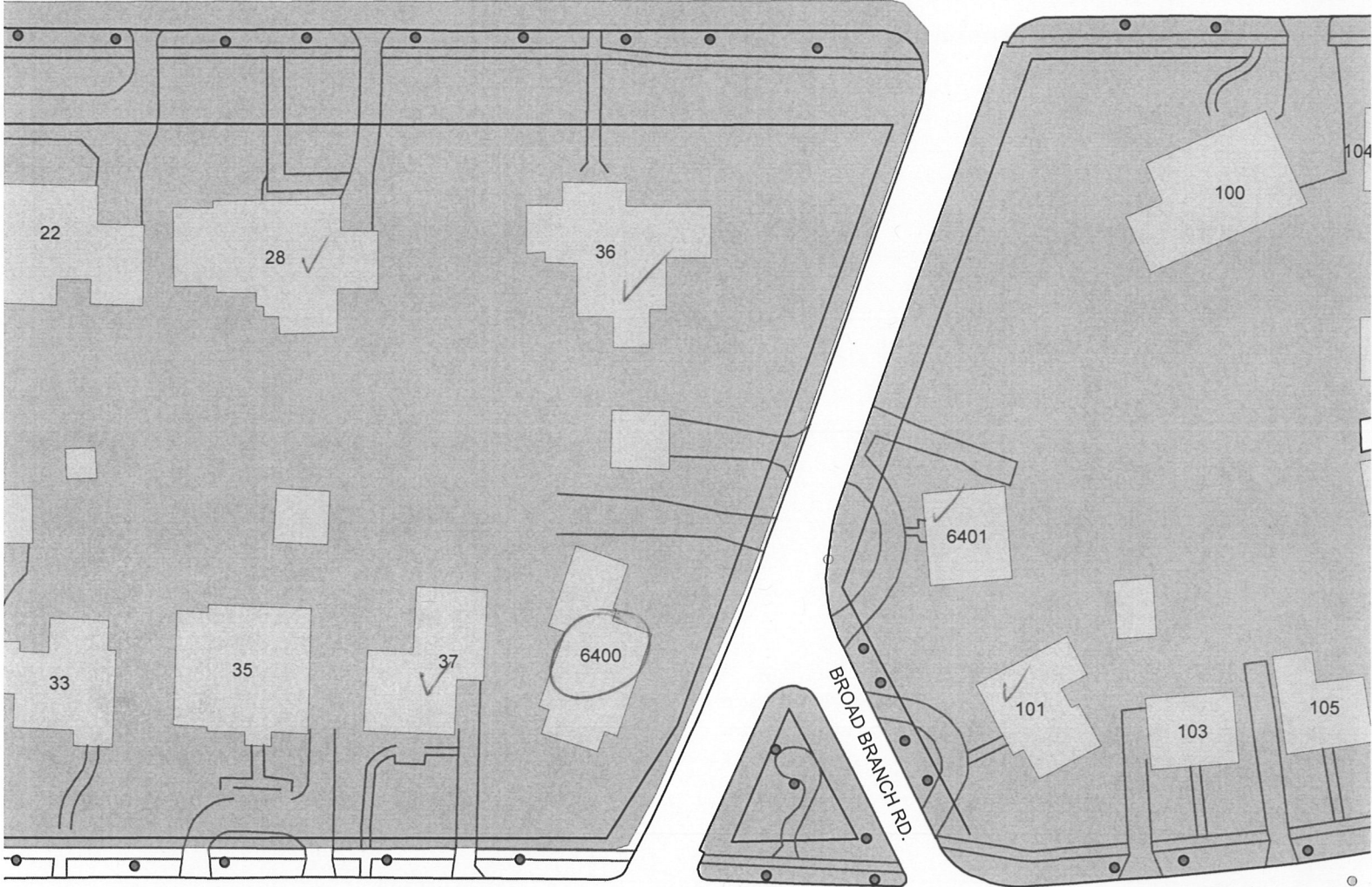
<b>Adjoining and confronting property owners</b>	
Ms. Natalie S. Jennings & Mr. Bruce C. Becker Or Current Resident 37 Oxford Street Chevy Chase, MD 20815	Mr. & Mrs. Marc E. Gordon Or Current Resident 20 Oxford Street Chevy Chase, MD 20815
Mr. & Mrs. Ashton Wiltshire Or Current Resident 26 Oxford Street Chevy Chase, MD 20815	Ms. Wendy Atrokhov Or Current Resident 101 Oxford Street Chevy Chase, MD 20815
Mr. & Mrs. Gerry Lawless Or Current Resident 6401 Brookville Road Chevy Chase, MD 20815	Mr. & Mrs. Chip Lindsay Or Current Resident 28 Primrose Street Chevy Chase, MD 20815
Mr. & Mrs. Bruce Baschuk Or Current Resident 36 Primrose Street Chevy Chase, MD 20185	

  
I hereby certify that a public notice was emailed (where possible) and mailed to the  
aforementioned property owners on the 29<sup>th</sup> day of October 2015.

**Ellen Sands  
Permitting and Code Enforcement Coordinator  
Chevy Chase Village  
5906 Connecticut Avenue  
Chevy Chase, MD 20815**

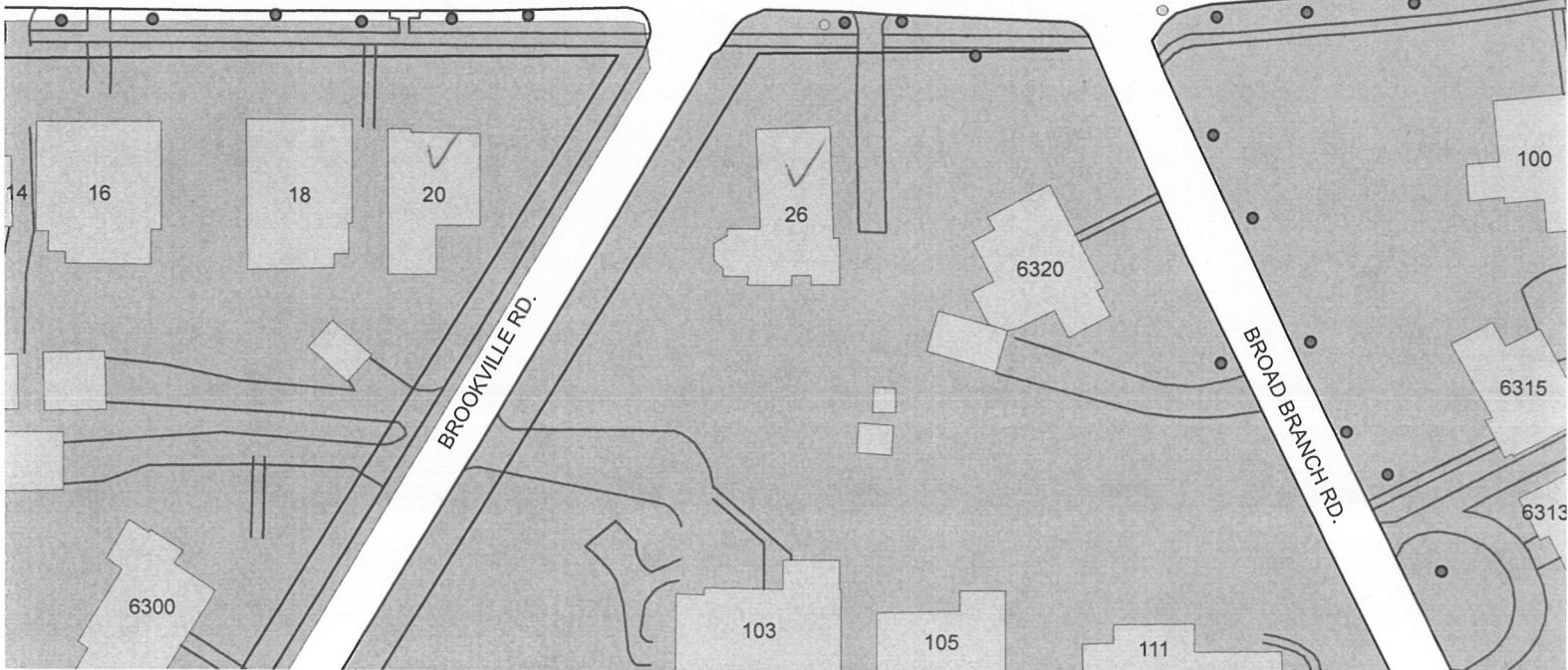


PRIMROSE ST.



OXFORD ST.

OXFORD ST.



BROOKVILLE RD.

BROAD BRANCH RD.

# Chevy Chase Village

## Application for a Variance

A variance is permission granted by the Board of Managers pursuant to, and subject to, the conditions of Sec. 8-9(c) of Chapter 8 to construct, install, remove or alter a structure or planting, or take any other action that does not otherwise meet the requirements of the Chapter. Except as provided in Sec. 8-11 a variance can be granted only by the Board of Managers.

<b>Subject Property:</b> 6400 BROOKVILLE ROAD
<b>Describe the Proposed Project:</b> WE WOULD LIKE TO INSTALL A PERMANENTLY ANCHORED BASKETBALL HOOP ALONG THE NORTH SIDE OF OUR DRIVEWAY. THE POLE WOULD BE OUTSIDE THE FIVE FOOT COVENANT SETBACK BUT WOULD BE INSIDE THE SEVEN (7) FOOT SIDE PROPERTY LINE SETBACK SET FORTH IN THE VILLAGE CODE.
<b>Applicant Name(s) (List all property owners):</b> ANDREA AND DAVID KIRSCH
<b>Daytime telephone:</b> 301.652.4144 or 202.262.0030 <b>Cell:</b> 202.262.0080
<b>E-mail:</b> alkirsch535@gmail.com
<b>Address (if different from property address):</b>
<b>For Village staff use:</b>
<b>Date this form received:</b> 10/14/15 <b>Variance No:</b> A-6842

### Filing Requirements:

Applications will be reviewed for satisfaction of all requirements and are not considered complete until approved as such by staff.

- ☐ Completed Chevy Chase Village Application for a Variance (this form)
- ☐ Completed Chevy Chase Village Building Permit Application
- ☐ Completed Chevy Chase Village Website Posting Notice
- ☐ A boundary survey or plat diagram with a margin of error of one tenth of a foot or less showing all existing structures, projections and impervious surfaces.
- ☐ Surveys, plats, engineering reports, construction plans/specifications or other accurate drawings showing boundaries, dimensions, and area of the property, as well as the location and dimensions of all structures/fences/walls/etc., existing and proposed to be erected, and the distances of such structures/fences/walls/etc., from the nearest property lines. These drawings shall incorporate and display reference dimensions from the boundary survey or plat diagram required above.
- ☐ Copy of Covenants applicable to the property except for variances from Secs. 8-21 or 8-26 of Chapter 8 (Building Regulations) or Chapter 25 (Public Rights-of-Way) of the Chevy Chase Village Code.
- ☐ Variance fee (See fee schedule listed in Chapter 6 of the Village Code).

### Affidavit

I hereby certify that I have the authority to submit the foregoing application, that all owners of the property have signed below, that I have read and understand all requirements and that I or an authorized representative will appear at the scheduled public hearing in this matter. I hereby authorize the Village Manager, or the Manager's designee, and/or the Board of Managers to enter onto the subject property for the purposes of assessing the site in relation to this variance request. I hereby declare and affirm, under penalty of perjury, that all matters and facts set forth in the foregoing application are true and correct to the best of my knowledge, information and belief.

Applicant's Signature: Andrea n. Kirsch

Date: 10.16.15

Applicant's Signature: David A. Kirsch

Date: 10.18.15

**Describe the basis for the variance request** (Applicants should become familiar with the pertinent sections of the Village Code. Attach additional pages as needed):

Describe the special conditions of the property (e.g., odd shape, small size, sloping topography, abuts state highway, etc.) and how the property compares to other properties in the Village:

SEE ATTACHED

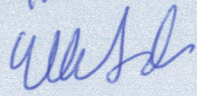
Describe how enforcement of the building regulations would result in an unwarranted hardship and injustice because of the special condition(s) described above (i.e., describe (i) the unwarranted hardship and injustice that you claim exists and (ii) how the special conditions cause that unwarranted hardship and injustice):

SEE ATTACHED

Describe how the proposed variance most nearly accomplishes the intent and purpose of the requirements of Chapter 8 of the Chevy Chase Village Code, entitled *Buildings and Building Regulations*:

SEE ATTACHED

*In exercising its powers in connection with a variance request, the Chevy Chase Village Board of Managers may reverse or affirm, wholly or partly, or may modify the requirement, decision or determination as it deems appropriate.*

<b>Variance Filing Fee</b> <i>Per Village Code Sec. 6-2(a)(24):</i> <input checked="" type="checkbox"/> \$300.00 for new construction. <input type="checkbox"/> \$150.00 for replacing existing non-conformities. <input type="checkbox"/> \$300.00 for fences, walls, play equipment, trees, hedges, shrubbery in the public right-of-way. <input type="checkbox"/> Other: \$ _____ <b>Fee Paid:</b> 300 <sup>10</sup> check # 3280	<b>Checks Payable To:</b> Chevy Chase Village 5906 Connecticut Ave. Chevy Chase, MD 20815  <b>Date Paid:</b> 10/19/15 <b>Staff Signature:</b> 
	<b>Approved to Issue Building Permit per Board Decision Signed by the Board Secretary.</b>  <b>Signature:</b> _____ <b>Village Manager</b>  <b>Date:</b> _____

*Describe the special conditions of the property (e.g. odd shape, small size, sloping topography, abuts state highway, etc...) and how the property compares to other properties in the Village:*

Our property at 6400 Brookville Road sits at the corner of Brookville Road and Oxford Street. The corner location and related features of the lot limit the range of potential sites on which to locate a basketball hoop. Specifically, neither of the two front yards -- facing Brookville and Oxford, respectively -- would be suitable due to the sloping topography. The front yard (along Brookville) and the enclosed side yard (behind the historic brick wall wrapping around Oxford and onto Brookville) are landscaped and slope unevenly away from the main house. Meanwhile the traditional "rear" yard, parallel to Brookville, has been recently re-landscaped with a flagstone terrace sitting area. Moreover, this area is too narrow to accommodate a basketball hoop that would allow reasonable shooting range. Finally, due to the very narrow width of the rear yard, a basketball hoop placed in that location would be very disruptive to our neighbors at 37 Oxford Street.

These factors leave only the driveway area on the north side of the property as a possible location for the installation of a basketball hoop. When we moved into our home in 2002, there was a basketball hoop installed on the front of the garage. However, the original construction of the garage was flimsy, so we removed the rotting basketball backboard and hoop as part of our recently concluded renovation. Even now, after we have repaired the garage roof and concrete foundation, the garage itself remains unstable. We do not believe that the garage would be able to support the cantilevered weight of a new basketball hoop.

This leaves only the area surrounding the driveway as a possible location for a fixed basketball hoop. There is very little space on the south side of the driveway for installation of a basketball hoop in light of the hardscape that provides the entryway to the house and the plantings along the outside wall of the mudroom. There is space on the north side of the driveway in between the screening Laurel trees in which the basketball hoop could be placed.

*Describe how enforcement of the building regulations would result in an unwarranted hardship and injustice because of the special condition(s) described above (i.e. describe (i) the unwarranted hardship and injustice that you claim exists and (ii) how the special conditions cause that unwarranted hardship and injustice):*

Due to the special conditions described above, enforcement of the seven-foot side setback along our north property line would leave us with no spot on our property where we could install a fixed basketball hoop.

In light of the structural weakness of our garage, we cannot install a permanent hoop on the garage. Furthermore, a portable hoop is both inadequate for our needs and potentially dangerous. Because our teenage children play basketball, they need to have a fixed hoop to more closely replicate the experience of shooting at a proper basket. Also, they and their friends are now of an age and size that their play "around" and potentially over the rim might result in injury were they to be using a portable hoop. Only a properly installed, in-ground hoop will insure the safety of the teenagers who will be using it.

*Describe how the proposed variance most nearly accomplishes the intent and purpose of the requirements of Chapter 8 of the Chevy Chase Village Code, entitled Buildings and Building Regulations:*

We are seeking a variance to allow us to install a permanently anchored basketball hoop five feet rather than seven feet from our north property line. If we were required to maintain the seven-foot setback, the basketball hoop would block the movement of vehicles into and out of our garage.

We presume that the intent of the side setback set forth in Section 8-16(g) of the Chevy Chase Village Code is to ensure that neighbors who live side-by-side do not build their homes or accessory structures so close to their neighbors' home as to interfere with their neighbors' sense of privacy and enjoyment of their property. In this instance, the proposed variance will have a negligible impact on our neighbors' sense of privacy and enjoyment of their property.

It is important to note that due to the corner location of our property, our neighbors' house at 36 Primrose Street is at a considerable distance from our northern property line. This is not a situation in which our houses are quite close to one another and to each other's side property lines. In addition, we have recently planted a line of West Coast Skip Laurels along our northern property line. These trees currently provide significant screening between our neighbors' property and ours and will provide nearly complete screening in the future as the trees continue to grow. The granting of the proposed variance will thus have little impact on our neighbors at 36 Primrose Street, as their home is quite distant from the property line in question and is and will continue to be screened by trees.

We also note that there is already an existing concrete pad for our trash enclosure that begins closer to the property line than the proposed basketball hoop would be. Our garage, which is grandfathered in its current location, is also closer to the northern property line than the proposed basketball hoop would be. Thus, if approved, the requested variance would not support the construction of either the closest or even the second-closest permanently anchored structure to the northern property line. Moreover, because the concrete pad will lie to the west of the trash enclosure (between the trash enclosure and the garage), the streetscape will not be materially altered by the installation of the permanent hoop. In other words, the view to passersby will not be affected by the installation of the fixed basketball hoop because the concrete pad and pole will be largely obscured by the existing trash enclosure.

To: Board of Managers, Chevy Chase Village

From: Andrea and David Kirsch

Date: 18 October 2015

Re: Application for Variance pursuant to Section 8-9(c) of the Chevy Chase Village Code

We are seeking a variance pursuant to Section 8-9(c) of the Chevy Chase Village Code (the "Code") in order to allow us to install an in-ground, anchored basketball hoop on our property at 6400 Brookville Road. Specifically, we would need to install the basketball hoop in a planting bed that runs along our northern property line, just to the north of our driveway. The permanently anchored pole would be installed such that the entire pole would be outside of the five-foot covenant setback from the property line. The variance would be required because the pole would be installed within the seven-foot side setback required by Section 8-16(g) of the Code.

The proposed construction satisfies the requirements of Section 8-9(c) of the Code. First, the proposed variance is required because special conditions exist whereby the enforcement of the requirements of the Code would result in unwarranted hardship and injustice to the owner.

Special conditions of our property prevent us from installing a permanently anchored basketball hoop in any location other than the proposed location. Because three of the four members of our family play basketball on a regular basis, it would be an unwarranted hardship if we were not able to install a safe and durable basketball hoop for practice and play.

We do not believe a portable basketball hoop would be sufficient for our needs, and we are concerned that such a hoop would be potentially dangerous. Because our teenage children play basketball, they need to have a fixed hoop to more closely replicate the experience of shooting at a proper basket. Also, they and their friends are now of an age and size that their play "around" and potentially over the rim might result in injury were they to be using a portable hoop. Only a properly installed, in-ground hoop will insure the safety of the teenagers who will be using it.

Our property at 6400 Brookville Road sits at the corner of Brookville Road and Oxford Street. The corner location and related features of the lot limit the range of potential sites on which to locate a basketball hoop. Specifically, neither of the two front yards -- facing Brookville and Oxford, respectively -- would be suitable due to the sloping topography. The front yard (along Brookville) and the enclosed side yard (behind the historic brick wall wrapping around Oxford and onto Brookville) are landscaped and slope unevenly away from the main house. Meanwhile the traditional "rear" yard, parallel to Brookville, has been recently re-landscaped with a flagstone terrace sitting area. Moreover, this area is too narrow to accommodate a basketball hoop that would allow reasonable shooting range. Finally, due to the very narrow width of the rear yard, a basketball hoop placed in that location would be very disruptive to our neighbors at 37 Oxford Street.

These factors leave only the driveway area on the north side of the property as a possible location for the installation of a basketball hoop. When we moved into our home in 2002, there was a basketball hoop installed on the front of the garage. However, the original construction of the garage was flimsy, so we removed the rotting basketball backboard and hoop as part of our recently concluded renovation. Even now, after we have repaired the garage roof and concrete foundation, the garage itself remains unstable. We do not believe that the garage would be able to support the cantilevered weight of a new basketball hoop.

This leaves only the area surrounding the driveway as a possible location for a fixed basketball hoop. There is very little space on the south side of the driveway for installation of a basketball hoop in light of the hardscape that provides the entryway to the house and the plantings along the outside wall of the mudroom. There is space on the north side of the driveway in between the screening Laurel trees in which the basketball hoop could be placed. However, space on the north side of the driveway is limited such that enforcement of the seven-foot side setback requirement would place the pole in a location where it would interfere with our ability to use our garage.

Due to the special conditions described above, enforcement of the seven-foot side setback along our north property line would leave us with no spot on our property where we could install an anchored, in-ground basketball hoop and would thus impose an unwarranted hardship on us.

Second, the proposed variance would most nearly accomplish the intents and purposes of the requirements of Section 8 of the Code.

We presume that the intent of the side setback set forth in Section 8-16(g) of the Code is to ensure that neighbors who live side-by-side do not build their homes or accessory structures so close to their neighbors' home as to interfere with their neighbors' sense of privacy and enjoyment of their property. In this instance, the proposed variance will have a negligible impact on our neighbors' sense of privacy and enjoyment of their property.

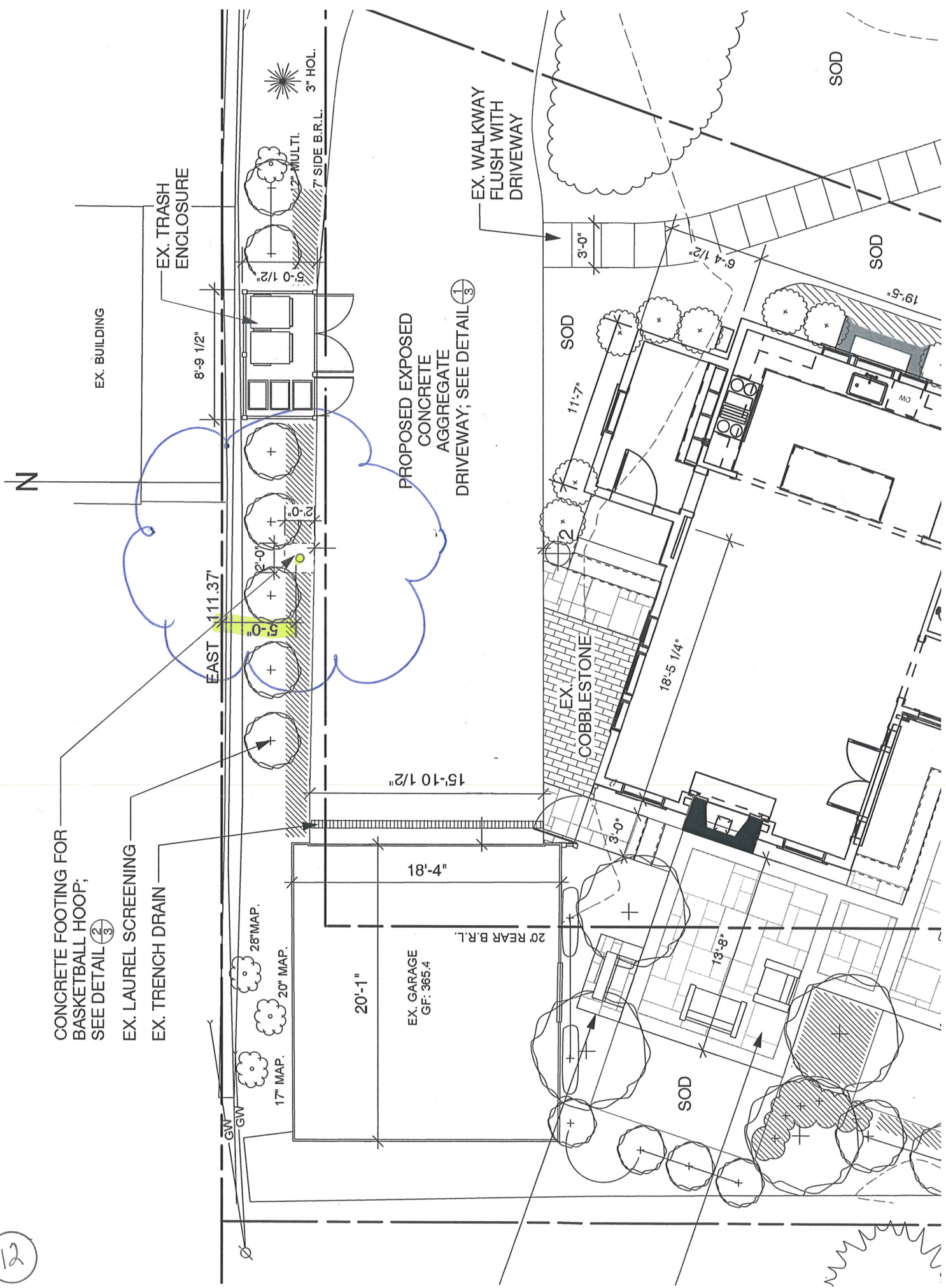
It is important to note that due to the corner location of our property, our neighbors' house at 36 Primrose Street is at a considerable distance from our northern property line. This is not a situation in which our houses are quite close to one another and to one another's side property lines. In addition, we have recently planted a line of West Coast Skip Laurels along our northern property line. These trees currently provide significant screening between our neighbors' property and ours and will provide nearly complete screening in the future as the trees continue to grow. The granting of the proposed variance will thus have little impact on our neighbors at 36 Primrose Street, as their home is quite distant from the property line in question and is and will continue to be screened by trees.

We also note that there is already an existing concrete pad for our trash enclosure that begins closer to the property line than the proposed basketball hoop would be. Our garage, which is grandfathered in its current location, is also closer to the northern property line than the proposed basketball hoop would be. Thus, if approved, the proposed variance would not support the construction of either the closest or even the second-closest permanently anchored structure to the northern property line. Moreover, because the concrete pad will lie to the west of the trash enclosure (between the trash enclosure and the garage), the streetscape will not be materially altered by the installation of the permanent hoop. In other words, the view to passersby will not be affected by the installation of the

fixed basketball hoop because the concrete pad and pole will be largely obscured by the existing trash enclosure.

Accordingly, the proposed variance would enable us to install a safe and durable permanently anchored basketball hoop without any significant impact on our neighbors or the streetscape.

Finally, the basketball pole authorized by the proposed variance would not violate any covenant applicable to our property. The pole would be installed such that the entire pole would be outside of the five-foot covenant setback from the property line.



November 3, 2015

Chevy Chase Village Office  
5906 Connecticut Ave.  
Chevy Chase, MD 20815

Dear

We are writing this letter to identify our support of the variance to install a freestanding basketball hoop on the property of Mr. & Mrs. Davis Kirsch (Appeal# A6842, 6400 Brookville Road).

Our property line at 36 Primrose Street lies adjacent to the proposed location of the new basketball hoop. We support the request of the Kirsch family to erect the basketball hoop closer to the lot line than is currently allowed by building code. We do not feel that this change will negatively affect us or our property value in any way.

Sincerely,  
Kate and Bruce Baschuk  
36 Primrose Street  
Chevy Chase, MD 20815

# Chevy Chase Village Building Permit Application

Permit No: A-6842

**Property Address:** 6400 BROOKHILL ROAD

**Resident Name:** ANDREA AND DAVID KIRSCH

**Daytime telephone:** 202.262.0080

**Cell phone:** 202.262.0080

**After-hours telephone:** 301.652.4144

**E-mail:** alkirsch535@gmail.com

**Project Description:** We are proposing to ADD a concrete footing for a permanently ANCHORED BASKETBALL HOOP ON THE NORTH SIDE OF OUR DRIVEWAY.

☐ Check here if the construction will require the demolition of over fifty (50) percent of any existing structure.

**Primary Contact for Project:**

☒ Resident

☐ Architect

☐ Project Manager

☐ Contractor\*

\*MHIC/MD Contractor's License No. (required):

**Information for Primary Contact for Project (if different from property owner):**

**Name:**

N/A

**Work telephone:**

**After-hours telephone:**

**Cell phone:**

**E-mail:**

**Will the residence be occupied during the construction project?**

☒ Yes

☐ No

If no, provide contact information for the party responsible for the construction site (if different from above):

**Name:**

**Address:**

**Work telephone:**

**After-hours telephone:**

**Cell phone:**

**E-mail:**

**Parking Compliance:**

Is adequate on-site parking available for the construction crews?

☒ Yes

☐ No

If no, please attach a parking plan which minimizes inconvenience to neighboring residents, and indicate if the property is in a permit parking area.

Will road closings be required due to deliveries, equipment or other reasons?

☐ Yes

☐ No

POSSIBLY-IF concrete pad is poured at same time that the DRIVEWAY is being repaved.

**Building Permit Filing Requirements:**  
**Application will not be reviewed until the application is complete**

- ☐ Copy of stamped drawings approved by Montgomery County Department of Permitting Services (DPS) and the Historic Preservation Commission (HPC), if required. Every page of drawings must be clearly stamped.
- ☐ This application form, signed by resident.
- ☐ Boundary Survey
- ☐ Site Plan (see: Village Site Plan Checklist to ensure completeness)
- ☐ Building plans and specifications
- ☐ Tree Preservation Plan requested of Village arborist (see: Village Tree Inspection Request form). All required tree protections must be fully installed before any work begins.
- ☐ Filing Fee (due at time of application). Fees schedule is listed in Chapter 6 of the Village Code.
- ☐ Damage deposit or performance bond (due when Building Permit is issued). Amount of required deposit or bond will be set by Village Manager.

*Once this permit application is complete, the Village Manager will review the application and accompanying documents and, under most circumstances, act on the application within 5 to 10 working days.*

*If the Montgomery County permit is suspended, revoked or lapsed, the Village permit is automatically suspended, revoked or lapsed.*

*No signs advertising the architect, contractor, or any other service provider may be posted on the work site.*

**I hereby certify that I have the authority to make the foregoing application, that the application is correct, that I have read and understood all requirements and that the construction will conform to the regulations of the Montgomery County Zoning Code, the Village Code including Urban Forest code, and any covenants and easements on the subject property.**

**Applicant's Signature:** Andrea N. Gire **Date:** 10.16.15

*To be completed by Village staff:*

Is this property within the historic district?

Yes ☒

No ☐

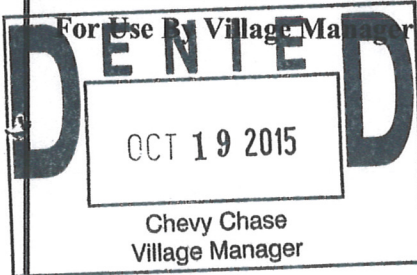
Staff Initials: EB

Date application filed with Village: 10/19/15

Date permit issued: \_\_\_\_\_

Expiration date: \_\_\_\_\_

<b>For Use By Village Manager</b>	<b>Application approved with the following conditions:</b>
<b>For Use By Village Manager</b>	<b>Application denied for the following reasons:</b>
	<p><i>Handwritten:</i> The proposed basketball hoop is a structure and would encroach into the 7' side yard setback</p>



<b>Filing Fees</b> (due when application submitted)	<b>Checks Payable to:</b> <b>Chevy Chase Village</b> <b>5906 Connecticut Ave.</b> <b>Chevy Chase, MD 20815</b>
Permit Application Fee: \$ <u>300</u> (see Permit Fee Worksheet) <input type="checkbox"/> \$50.00 (if construction is in the Public Right-of-way)	
Tree Preservation Plan Fee: <input type="checkbox"/> \$250.00 <input checked="" type="checkbox"/> Not required for this project.	
TOTAL Fees: <u>\$300</u> <i>check # 3280</i>	
Date: <u>10/19/15</u> Staff Signature: <i>[Signature]</i>	

<b>Damage Deposit/Performance Bond</b> (due when permit is issued)	<b>Checks Payable to:</b> <b>Chevy Chase Village</b> <b>5906 Connecticut Ave.</b> <b>Chevy Chase, MD 20815</b>
<input type="checkbox"/> \$ _____ <input type="checkbox"/> Waived by Village Manager	Date: _____ Village Manager Signature: _____
Cost of damage to R-O-W: (calculated at close-out) Amount of refund: _____	Date: _____ Village Manager Signature: _____

humane forty seven, before the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared John E. Oxley, the Agent Attorney for The First National Bank of Gaithersburg, the Mortgagee, and made oath in due form of law, that the consideration mentioned in the above mortgage is true and bona fide as therein set forth; and also that he is the agent of the said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

Leonard H. Hoyle  
Notary Public  
Montgomery  
County, Md.

Leonard H. Hoyle  
Notary Public

Received Dec. 22, 1948

I have received the First National Bank of Gaithersburg, Maryland, Incorporated hereby releases the within mortgage this 17<sup>th</sup> day of December A. D. 1948. In testimony whereof the said First National Bank of Gaithersburg, Maryland, Incorporated has caused these presents to be signed by Leonard H. Hoyle its Executive Vice President and attested and its corporate seal hereto affixed by Leona T. Fulk, its Assistant Cashier.

Leona T. Fulk  
Assistant Cashier

First Natl.  
Bank of  
Gaith. Seal

The First National Bank of  
Gaithersburg, Maryland  
Leonard H. Hoyle Executive Vice  
President

EXAMINED

Mailed to: Grantee  
6100 Brookville Rd.  
Chevy Chase, Md.

6-10-48

At the request of Joseph E. Moody and Laura R. Moody the following Deed was recorded December 9th A. D. 1947 at 10:30 o'clock A. M., to wit:

This Deed Made this 28th day of November in the year one thousand nine hundred and forty-seven by and between Melvin B. Blake and wife, Julia I. Blake, parties of the first part, and Joseph E. Moody and Laura R. Moody his wife, parties of the second part.

Witnesseth, That in consideration of Ten and No/100 (\$10.00) dollars, the parties of the first part do grant unto the parties of the second part, in fee simple, as Tenants by the Entirety all that piece or parcel of land in the Montgomery County, Maryland, described as follows, to wit:

Lot numbered Fourteen (14) in Block numbered Fifty-seven (57) in the resubdivision of Section 2 of the Chevy Chase Land Company's Subdivision of lands at Chevy Chase, Montgomery County, Maryland, as per plat of said resubdivision recorded in Plat Book 2 at plat 106, one of the Land Records of said Montgomery County, Maryland.

Subject to covenants of record as follows:

1. That no building shall be erected on the land hereby conveyed unless and until the plans of the elevations, the design and color scheme thereof as well as the location of said building on said land shall be first approved in writing by the Chevy Chase Land Company or Montgomery County, Maryland, or its successors.
2. That all houses upon the premises hereby conveyed shall be built and used for residences purposes exclusively except stables, carriage houses, sheds or other outbuildings, for use in connection with such residences and that no trade, business, manufacture or sales, or nuisance of any kind shall be carried on or permitted upon said premises.
2. That no structure of any description shall be erected with 25 feet of front line of said premises and that no stable, carriage house, shed or outbuilding shall be erected except on the rear of said premises. In the case of corner lots any and all lines bordering upon a street, avenue, parkway shall be considered a front line.
3. That no house shall be erected on said premises at a cost less than \$7,500.00.
4. That any house erected on said premises shall be designed for the

occupancy of a single family and that no part of any house or of any structure appurtenant thereto shall be erected or maintained within 5 feet of the side line of premises hereby conveyed, nor within 10 feet nearest adjacent house.

5. That violation of any of aforesaid covenants and agreements may be enjoined and the same enforced at the suit of the Chevy Chase Land Co. of Montgomery County, Maryland, its successors and assigns (assigns including any person deriving title immediately or mediately from said Company to any lot or square or part of a lot or square in the section of the subdivision of which the land hereby conveyed forms a part).

Together with the improvements, rights, privileges, and appurtenances to the same belonging;

And the said parties of the first part covenant that they will warrant specially the property hereby conveyed; and that they will execute such further assurances of said land as may be requisite.

Witness their hands and seals the day and year hereinbefore written.

In presence of

Melvin B. Blake (Seal)

Thomas W. Hunt

Julia I. Blake (Seal)

as to both

(Internal Revenue \$34.65)

(State Tax \$34.65)

District of Columbia, to wit:

I, Thomas W. Hunt, a Notary Public in and for the District of Columbia, Do Hereby Certify that on this 28th day of November, 1947 Melvin B. Blake and Julia I. Blake parties to a certain Deed bearing date on the 28th day of November, 1947, and hereto annexed, personally appeared before me in said District, the said Melvin B. Blake and Julia I. Blake being personally well known to me as the persons who executed the said Deed, and acknowledged the same to be their act and deed.

Given under my hand and official seal this 28th day of November, 1947

Thomas W. Hunt

Thomas W. Hunt

Notary Public, DC

Notary Public

District of

Columbia

*Mailed 40-*  
Continental Life Ins. Co.  
Investment Bldg.  
Kash. S. Bld.

6-10-48 hundred and .... by and between Joseph E. Moody and wife, Laura R. Moody parties of the first part; and Robert E. Ankers and Joseph D. Eason, Trustees, parties of the second part:

Whereas, the said parties of the first part are justly indebted unto Continental Life Insurance Company, Incorporated in the full sum of Nineteen Thousand and No/100 (\$19,000.00) Dollars, for money loaned to be applied to the purchase price of the hereinafter described property, for which amount they have made and delivered their one certain joint and severally promissory note of even date herewith, payable to the order of the said Continental Life Insurance Company, Incorporated at office of Continental Life Insurance Company, Incorporated Washington, D. C., or at such other place as the holder of the note may from time to time assignate in writing, with interest from date until paid at the rate of 4½ per centum per annum; said principal and interest being due and payable in monthly installments of One Hundred Forty-five and 35/100 (\$145.35) Dollars each, commencing on the 1st day of January, 1948, and continuing on the 1st day of each and every

*50*  
*Continental Life Ins. Co.*  
*Investment Bldg.*  
*Kash. S. Bld.*  
*6-10-48*

**Chevy Chase Village**  
**Website Posting Notice**  
**for Appeal, Special Permit & Variance Hearings**

Case Number: A-6842

Hearing Date: 11/9/15

By signing below, I acknowledge as the applicant/appellant in the above-referenced case number that all supporting information and documentation for my case will be posted on the Village's website at <www.chevychasevillagemd.gov> for review by the general public.

Applicant/Appellant Name: **Andrea and David Kirsch**

Address: **6400 Brookville Road**

Telephone: **202.262.0080**

E-mail: **akirsch535@gmail.com**

Applicant/Appellant Signature: Andrea N. Kirsch

Agent Name for applicant/appellant (if necessary): **N/A**

Telephone:

Address:

E-mail:

Signature of agent:

Village staff initials: GS

Date: 10/19/15